

AGREEMENT BETWEEN
THE TOWN OF JUPITER AND
PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION

REPRESENTING

THE RANK OF POLICE OFFICERS AND SERGEANTS

OCTOBER 1, 2016
TO SEPTEMBER 30, 2019

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ARTICLE 1
PREAMBLE

Section 1.1: This agreement is entered into by the Town of Jupiter, Florida, hereafter referred to as the "Town," and the Palm Beach County Police Benevolent Association, hereinafter referred to as "PBA" or "Union". The purpose of this Agreement is to set forth the parties agreement regarding:

1. Wages, benefits and conditions of employment for bargaining unit members, and
2. the rights and privileges of the Town and the PBA.

Section 1.2: All reference to Town Manager means, the Town Manager or his designee. All reference to Police Chief means the Police Chief or his designee.

ARTICLE 2 RECOGNITION

Section 2.1: The Town hereby recognizes PBA as the exclusive bargaining agent for the employees within the bargaining unit. PBA hereby recognizes that the Town of Jupiter is a Charter form of government operating under the Council-Manager form of government and that the Town Manager is the Chief Administrative Officer of the government and, as such, represents the final administrative authority relative to the Police Department. Accordingly, PBA further recognizes that any references in this Agreement to the Police Chief and/or the Chief of Police are subject to the final authority of the Town Manager.

Section 2.2: The PBA Bargaining Unit shall consist of the classifications known as Police Sergeant, and Police Officer; who are full time permanent employees of the Town. All other classifications are excluded from the PBA Bargaining Unit, as well as temporary employees, part-time employees and non-sworn support personnel.

Section 2.3: For the purpose of this Agreement, the term Bargaining Unit Employee, Member and Employee shall be synonymous.

Section 2.4: Bargaining impasses shall be resolved according to Florida Statutes, Chapter 447.

ARTICLE 3
NON DISCRIMINATION

Section 3.1: The Town shall not discriminate against any employee covered by the Agreement because of membership or non-membership in PBA or authorized activity as required in the Agreement on behalf of the members of PBA.

ARTICLE 4
PROHIBITION OF STRIKES

Section 4.1: Employees covered by this Agreement, PBA, or its Officers, Agents, and Representatives agree that Section 447.018 of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees or PBA from participation in a strike against the Town of Jupiter, the Employer, by instigating or supporting in any manner, a strike.

ARTICLE 5
DUES DEDUCTION

Section 5.1: Upon receipt of a voluntary, written dues deduction authorization form from a bargaining unit employee. The Town shall agree to deduct from the pay for such employees, those dues required to retain PBA membership.

Section 5.2: A bargaining unit employee may, at any time, revoke his/her dues deduction and shall thereafter immediately submit such revocation form to the Town Finance Director, or his/her designee, with a copy also to PBA.

Section 5.3: PBA shall agree to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF PBA DUES

I hereby authorize the Town of Jupiter to deduct from my wages the current regular monthly PBA dues and to transmit this amount to the Treasurer of the Palm Beach County Police Benevolent Association. I also authorize the release of my social security number to the PBA for payroll deduction purposes only.

Name:

Date:

Social Security Number:

Signature:

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES

I hereby instruct the Town of Jupiter to stop deducting from my wages the current dues of the PBA. A copy of this revocation has been forwarded to the Treasurer of the PBA.

Name:

Date:

Social Security Number:

Signature:

Section 5.4: PBA shall agree to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought and issued against the Town as a result of any action taken or not taken by the Town on account of payroll deduction of PBA dues if not in conflict or violation of this Agreement.

Section 5.5: The Town shall deduct the current regular union dues on a biweekly basis. The Town shall remit the same to the Treasurer of the PBA within ten (10) days after collection. The Town agrees to make no charge for such dues collection.

ARTICLE 6
UNION BUSINESS

Section 6.1: Union representatives will be granted paid leave to engage in representation activities on behalf of the Union or any member if on-duty and if minimum staffing requirements are met. For members working a non-road patrol assignment, pursuant to the current organizational chain, minimum staffing is recommended by the division commander to the Chief of Police and approved by the Chief of Police, for appropriate staffing of each shift. If these requirements are met, leave for union business shall be provided as follows:

- A. Engaging in collective bargaining with the representatives of the TOWN.
- B. Processing of grievances.
- C. Accompany a fellow employee when:
 - 1. The employee is required to appear at a hearing related to a grievance.
 - 2. The employee is presenting or responding to a grievance.
 - 3. The employee is subject to integration in conjunction with an internal affairs investigation or administrative inquiry.
 - 4. The employee is attending a pre-determination hearing.

Section 6.2: A Union representative shall be permitted leave to attend functions of the Union, provided that such leave shall be at no cost to the TOWN and representatives shall use PBA time pool hours.

Section 6.3: No employee shall engage in Union business while on duty except as referenced in Section 6.1.

ARTICLE 7
REPRESENTATIVE DUTIES

Section 7.1: An employee Organization Time Pool shall be established. Each bargaining unit member shall contribute two (2) hours of vacation leave annually to the pool. If a member does not have two (2) hours of vacation leave accrued and available to use, two (2) hours of compensatory leave shall be used. The two (2) hours shall be automatically deducted from each bargaining unit member's leave balance in the 2nd pay period of October and thereafter placed in the Employee Organization Time Pool. Contributions shall be irreversible. PBA representatives may request the hours be credited to them in order to compensate the representative for PBA organization efforts on behalf of the membership. The representatives must be off duty and not eligible for Town compensation in order to qualify. The Town shall not be liable to anyone for the granting of the hours when requested by a duly elected representative.

Section 7.2: If requested in writing, any representative or alternate representative defined in Section 7.4 below, who is also a member of any Executive Board of PBA or FLPBA attending State or National functions of PBA may attend such functions, if requested in writing, using regular leave time or Organization Time Pool hours. The attendance of such functions shall be without expense to the Town. The Police Chief can deny a request for leave to attend a PBA function when the employee's leave will cause the Town to incur overtime expense.

Section 7.3: For the purpose of discussing grievances with management representatives and attending meetings between the Town management representatives PBA Executive Board and representatives shall be allowed reasonable access to the employee's work locations. No transaction of PBA business, however, shall interfere with regular shift duties of employees.

Section 7.4: The PBA shall keep and communicate to the Town a current list of the names of the representatives and alternate representatives, and communicate those names to the Town when changes occur. There shall be, whenever feasible, one representative from each represented rank/position, with a total view toward one (1) PBA representative for every forty (40) members in the bargaining unit, and the same for alternates minus one (1).

ARTICLE 8
BULLETIN BOARD

Section 8.1: The Town will designate one bulletin board location in the Police Department for the exclusive use of PBA. The bulletin board shall be a size reasonable for the area. The location will be in an area most frequented by the general employees. No articles, announcements, or solicitations and shall be placed on, or removed from PBA Bulletin Board without the permission of a PBA Executive Board Member.

Section 8.2: A notice or item placed on the bulletin board shall bear, on its face, the legible designation of the person responsible for placing of this notice or item on the bulletin board.

ARTICLE 9
BILL OF RIGHTS

Section 9.1: Nothing in this agreement shall abrogate or limit the right of a police officer who is under investigation or who is the subject of a complaint, as set forth in Part VI of Chapter 112, Florida Statutes, a copy of which is attached as Appendix "A".

ARTICLE 10
PERSONNEL RECORDS

Section 10.1: Personnel records shall be maintained and made available in accordance with Florida Public Record laws as set forth in Chapter 119, Florida Statutes.

Section 10.2: The Town will advise a member when the Town has received a written request for 'the member's personnel records.

ARTICLE 11
SENIORITY

Section 11.1: The Town agrees that seniority shall consist of continuous accumulated paid service with the Town of Jupiter Police Department. Seniority shall be computed from the date of appointment, and shall accumulate during absences because of illness, injury, vacation, military leave or any other authorized paid leave of absences.

Section 11.2: The Town agrees that seniority shall govern in the following matters:

1. Vacations for each calendar year shall be drawn in the month of March by employees on the basis of seniority in rank with three (3) weeks' notice to the Chief of Police.
2. In the event of a vacancy on a shift, whenever feasible, senior qualified officers shall have preference.
3. In the event of vacancy in any division or unit, (not promotional vacancy), seniority shall be considered, with qualifications.
4. In the event of a lay-off for any Town Council approved reason, employees shall be laid off in the inverse order of their seniority.
5. In the event of re-hiring, laid off employees will be notified of hiring and shall respond within fifteen (15) days as to considered acceptance.
6. An annual shift bid shall be held during the first two weeks of June allowing officers assigned to the Patrol Bureau to select their shift preference in order of seniority. Members assigned to Specialized units shall also be offered this opportunity to transfer back to the Road Patrol Division, if they so choose, during this process. Changes shall become effective the first day of the 28-day cycle that commences on or after July 1st of each year. Schedules within Specialized Units will continue to be handled by the individual supervisors assigned to coordinate those units.
7. An annual shift bid shall be held during the first two weeks of June, allowing sergeants assigned to the Patrol Bureau to select their shift preference in order of seniority. Sergeants assigned to Specialized units shall also be offered this opportunity to transfer back to the Road Patrol Division, if they so choose, during this process. Changes shall become effective the first day of the 28-day cycle that commences on or after July 1st of each year.
8. Seniority within Specialized Units - In the event a member is assigned to a Specialized Unit (Detective Bureau, Bicycle, Motorcycle, Marine, K-9, etc.), that member shall assume the position of junior officer within that unit regardless of their overall seniority. Seniority in a Specialized Unit shall be based on the member's date of assignment to the unit as opposed to their date of hire. In cases where two or more positions are filled at the same time, overall seniority shall be used to separate the tie.

9. If a member is transferred from a Specialized Unit as a result of a termination of the unit or the completion of one year within that unit, the member shall be allowed to select a shift, bumping a less senior officer if the need arises due to the lack of an open position.
10. If a sergeant is transferred from a specialized unit as a result of a termination of the unit or the completion of one year within that unit, the sergeant will be allowed to select a shift in accordance with their seniority, "bumping" a less senior sergeant if the need arises due to the lack of an open position.
11. The Police Chief may over-ride a shift selection when two or more members are involved in legal, administrative or regulatory proceedings against each other. In this limited circumstance, the Chiefs decision to over-ride shift selection is not givable.
12. When an overtime opportunity is present due to lack of coverage for personnel issues, holidays, or special events in accordance with the Standard Operating Procedures established by the Chief of Police, the On Duty Sergeant will access the online detail system and create a job that will be released to the most senior Officer giving them five minutes to accept the job before it is released to the next senior Officer. When feasible the announcement of the overtime opportunity will be posted by the On Duty Sergeant 30 minutes prior to release.

If an officer refuses overtime (either by not responding to the Sergeants call or by stating that they are unavailable to come to work), he/she shall immediately be placed at the end of the list as if they had accepted the call out. The on duty Sergeant will continue to move through the list until the overtime position is filled. If an off duty officer accepts the call out, then the on duty Sergeant will hold over the least senior officer currently on duty (if no on duty officer accepts the overtime opportunity voluntarily).

ARTICLE 12
EMPLOYMENT PROMOTIONAL POLICIES

Section 12.1: The Town shall announce promotional examinations at least ninety (90) days in advance of testing. The Town shall also list the areas which the examination shall cover, provide the sources from which the examination is drawn, announce the weighted formula to be used and give access to at least one (1) master copy of the reference material. Once announced and posted, the weighted formula shall remain unchanged until completion of the particular examination process.

Section 12.2: There will be no make-up promotional examinations. However, upon request and if the employee can make testing arrangements suitable to Town with a state-approved police academy or an accredited university, or a military approved facility before a commanding officer, the Town will make special testing arrangements to administer tests at the same date and time and under similar conditions to candidates who cannot appear at the regular test site due to: 1) Military Services; 2) Town business; 3) approved bereavement leave requiring travel outside Palm Beach County, or 4) a catastrophic health emergency involving the employee's family, which is limited to spouse, children, parents, and grandparents if they reside with the employee.

Section 12.3: No member shall be promoted while on leave of absence.

Section 12.4: The following are established as the minimum requirements to be met for an officer to be eligible for the Sergeant's promotional examination process.

1. Must have accumulated at least three (3) years of continuous law enforcement experience with the Jupiter Police Department at time of promotion.
2. Although a member shall be listed on the eligibility list, members shall only be eligible to be promoted once they have accumulated at least three (3) years of continuous law enforcement experience with the Jupiter Police Department.

Section 12.5: At the completion of the examination process and establishment of an eligibility list, the chief shall promote from the top three finalists, commonly referred to as the "Rule of Three." This eligibility list shall remain in effect for a period of two (2) years.

ARTICLE 13
OFF DUTY ASSIGNMENT

Section 13.1: Any member who may be injured while serving in an off duty capacity as a police officer with the approval of the Town or on assignment by the Town, shall be entitled to the same rights, benefits and privileges as if they were injured while performing their duties for the Town. Reimbursement in each year of this Agreement shall be capped at the amount appropriated by the Town Council in its annual budget process.

Section 13.2: Off-duty assignments shall be granted/approved in accordance with the policies and procedures issued by the Chief.

Section 13.3: Issues concerning administrative handling of off-duty assignments may be the subject of discussions in the Employee Advisory Group described in Article 35, Section I of this Agreement.

Section 13.4: Off-duty assignments shall be paid at the rate of \$37/hour for officers (Town receives \$5/hour) and \$42/hour for Supervisors (Town receives \$5/hour).

Section 13.5: Off-duty assignments shall be paid at the rate of \$55/hour for officers (Town receives \$5/hour) and \$60/hour for Supervisors (Town receives \$5/hour) on all holidays as defined in the Town of Jupiter Extra Duty Police Agreement.

ARTICLE 14 EDUCATION

Section 14.1: This article provides an education policy and guidelines that are both predictable and equitable for educational assistance to all employees toward the development of their professional knowledge and skills in areas of study that will benefit the Town.

Section 14.2: Qualifying educational coursework shall be defined as coursework, or established program curriculum coursework, in pursuit of a degree or advanced degree in an area of study that will be of value to the Town.; provided by community colleges, state universities, private colleges or universities, or other educational facilities accredited by the State of Florida, Department of Education, or accredited by other states.

The reimbursable tuition rate shall be defined as an amount per credit hour equal to the current public institution rates for either Palm Beach State College for Associates Level courses or Florida Atlantic University for Bachelors and Masters Level courses.

Section 14.2: When feasible, the Town shall arrange the working schedules of members attending advance schools and college courses so that there shall be a minimum of interruption of their studies. Under no circumstances shall the pursuit of a college education be allowed to interfere with an employee's duties or the efficient operation of the Police Department.

Section 14.3:

A. Budgetary Process

1. Each fiscal year, during the budget process, employees will submit the number of classes and level of class which they intend to take the following year to the Chief of Police.
2. All final projections for the following fiscal year will be forwarded to Human Resources no later than June 1st to be added to the Town's master tuition reimbursement projection list.
3. This list of projections will determine the amount of funds to be budgeted for the program and will be used to make any adjustments to the funding formula. (e.g. If there is only enough budgeted to fund 90% of the projections, then 90% of the approved tuition costs will be reimbursed).
4. Employees who have submitted requests for the following fiscal year will be contacted if any adjustments to the funding formula are necessary.

B. Application

1. The Application for Educational Assistance Program Reimbursement Form must be pre-approved, in writing, by the recommendation of the Chief of Police and approval by the Human Resources Department prior to the course beginning date.

2. The Application must meet the definition for Qualifying Educational Coursework.
3. Requests shall be limited to five (5) courses per fiscal year per employee, and subject to availability of funds budgeted for that fiscal year on a first-come, first- served basis.
4. If the employee does not complete the requested number of courses that were submitted in the previous fiscal year, the number of allowable courses for the following fiscal year will be reduced by the number of courses that were not completed.

C. Reimbursement Process

1. An employee requesting reimbursement shall complete and forward the original Application for Educational Assistance Program Reimbursement Form with a recommendation to approve by the Chief of Police to the Human Resources Department prior to classes beginning.
2. After completion of classes, the employee shall send a copy of the employee's final course grade(s) to the Human Resources Department
3. Educational reimbursement requests shall be processed and forwarded to the employee within thirty (30) days following the receipt of grades and receipts by the Human Resources Department.
4. Reimbursement under the Educational Assistance Program is non-taxable, up to the maximum allowed, pursuant to the Internal Revenue Code, Section 127.
5. Educational reimbursement shall be made only to employees who are on paid status in the payroll system when payment is due.
6. No reimbursement shall be made to employees where the tuition is covered under benefits from Veterans Administration or any other program. By completing the required forms and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source (i.e. grants, scholarships, etc.). Failure to disclose receipt of another benefit may result in disciplinary action.

D. Reimbursement Amount:

Grade Received	Amount Reimbursed
A	100%
B	100%
C	75%
D	0%

Should the educational institution offer a pass/fail grading system which may be elected at the student's option, the Town will pay 75% for a pass and 0% for a fail. Should the educational institution's grading method be only a pass/fail system, the Town will pay 100% for a pass and 0% for a fail.

Regular part-time employees shall be entitled to 1/2 the amount of reimbursement determined above per class dependent on the grade achieved.

E. Separation of Employment

1. Employees voluntarily leaving employment from the Town shall repay the Town for the amount of the reimbursements received based upon the following guidelines:

Level	Leaving 0 – 1 Yrs	Leaving 1-2 Yrs	Leaving 2-3 Yrs	Leaving 3-4 Yrs
Associates	100%	75%	--	--
Bachelors	100%	75%	50%	--
Masters	100%	75%	50%	25%

2. The time period to calculate payback in the event of a voluntary separation of employment begins on the date that the reimbursement is received from the Town.
3. Repayment shall be made by the employee through payroll deduction from the final payroll or payout to the employee. If a balance remains due to the Town, the employee shall make repayment arrangements through the Finance Department.

Section 14.4: Officers shall be entitled to attend two (2) regionally XII funded educational classes of their choice per calendar year. In the case of an educational class which is scheduled to be held during the officer's regularly scheduled work day or duty shift, the officer may request paid-time-off from work to attend the class. Officers may be allotted up to forty (40) hours on- duty per calendar year as long as minimum staffing requirements are met. Minimum staffing levels will be established by the Chief of Police, and any changes will be decided on a case-by- case basis by the Chief or his designee. Requests for paid-time-off from work may only be approved on the condition that the officer's temporary absences from duty will not adversely affect or unduly jeopardize the respective operations and services of the Police Department. Approval of said educational classes shall be granted on a rotation basis. Seniority shall not be the basis for approval.

ARTICLE 15
HOLIDAYS

Section 15.1: The following shall be the official holidays for the employees covered by this Agreement:

New Year's Day	Veterans' Day (Nov 11 th)
Martin Luther King, Jr. Day	Thanksgiving and day after Thanksgiving
President's Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Labor Day

Section 15.2: Prior to an official holiday, bargaining unit members shall submit their preference concerning whether they want to receive compensatory time as opposed to pay on an official department form. No reasonable request shall be denied.

Section 15.3: Each member is entitled to one Personal Holiday per fiscal year, after six (6) months of employment. Bargaining unit members shall not have the right to roll the personal holiday into another fiscal year nor be able to request monetary value for the day if it is not taken within that fiscal year. The Police Chief may only refuse to grant a Personal Day request which, if granted, would jeopardize the safety of any persons or any property.

Section 15.4: When a member works on a holiday they will be paid one additional shift in that work week at time and one-half rates in addition to the normal straight time pay for the shift. When an employee is scheduled to work a holiday, but is allowed to take the holiday off, the member shall be paid for that holiday shift in the workweek at straight time rates. When a member is scheduled to be off on a holiday, the member shall be paid for eight (8) hours in that workweek at straight time rates. For the purpose of this article, a shift is defined as the normal amount of hours a member is scheduled to work per day in that twenty-eight (28) day schedule.

Section 15.5: A member working a non-road patrol assignment (pursuant to the current organizational chart) shall work on a holiday if the division commander has recommended to the Chief of Police, and it is approved by the Chief of Police, that it is necessary for appropriate staffing of that shift. The member shall receive at least 72 hours advance notice if it is determined he/she shall not be needed to work that shift.

ARTICLE 16
VACATIONS

Section 16.1: The Town agrees that each member shall be eligible for paid vacation as set forth in the following schedule. Members shall start to accrue vacation allowance from the day of employment, but shall not be allowed to exercise this benefit until completing six (6) months of service. Vacation accrues on a prorated basis during the course of the year. Example: at the completion of one month of employment in the first year of employment, the employee has accrued one day of vacation.

Section 16.2: A vacation day is equal to the number of hours in the bargaining unit member's normal work shift. The bargaining unit membership shall accrue the following vacation schedule based upon their years of service from the date of appointment:

Years of Service	Vacation Hours
1-4 years	96
5-9 years	120
10 years	128
11 years	136
12 years	144
13 years	152
14+ years	160

The total number of vacation hours a member may accrue is as follows:

<u>Years of Service</u>	
1-4 years	192
5-9 years	240
10 years	256
11 years	272
12 years	288
13 years	304
14+ years	320

Accruals over the cap are lost and non-compensable, except when a vacation request is made and denied within the last thirty (30) calendar days.

Section 16.3: The Town agrees that in computing vacation time, holidays or regular days off that precede the commencement of, fall within, or follow the termination of a member's vacation, shall be excluded from such computation. Accumulated compensatory time may be added to provide a maximum of three (3) weeks toward a member's vacation.

Section 16.4: The Police Chief may only refuse to grant vacation or cancel vacation leave requests which, if granted, would jeopardize the safety of any persons or any property.

Section 16.5: The inclusion of accumulated vacation leave in the average salary for pension purposes shall not exceed the amount accumulated to the credit of any participant as of 10/1/2012. A "snapshot" of accumulated vacation leave will be taken for bargaining unit members employed on 10/1/2012.

ARTICLE 17
WEAPONS TRAINING

Section 17.1: The Town recognizes that a police officer must be required to use the officer's officially authorized weapon during the course of the member's job. Therefore, the following provisions will apply:

1. The Town shall provide on-duty training to each officer at the designated police pistol range under qualified instructors at a minimum period of eight hours annually.
2. The Town shall require that each officer shall qualify at the police pistol range at least once every twelve (12) months under qualified instructors and that the score that the officer makes shall be entered into their personnel file. If the officer fails to qualify, they must pass the qualification requirements within three (3) months' time or shall be subject to suspension upon the determination therefore by the Chief of Police.
3. The Town shall make every effort to acquire the use of a pistol range for the purposes hereof, but in the event it cannot have such range made available for its use, this provision shall be considered waived during the interim.
4. Each officer shall be provided up to one hundred (100) rounds of ammunition for duty related weapons practice every two (2) months. Requests shall be made on the form provided by the Department.

ARTICLE 18
LEGAL BENEFITS

Section 18.1: The legal benefits for members against whom civil damage suits are brought for matters arising or criminal, while acting within the scope of their authority and within the course of their employment shall be as provided by the policies of insurance relating thereto and the provisions of Section 111.065, Florida Statutes.

ARTICLE 19
PROBATIONARY PERIOD AND TERMINATION

Section 19.1: For all sworn employees or employees hired to become sworn, the one year probation period begins when the officer is sworn in and not when they begin the academy. For sworn employees, an end-of-probation evaluation will take place one year from the date the officer is sworn in. Employees may not be promoted while on probation nor can they file a grievance over disciplinary actions taken by the Town. Grievances addressing other alleged violations of this Agreement may only be filed and processed in accordance with Article 31.

Section 19.2: Employees desiring to resign shall submit their resignation notice at least two (2) weeks in advance of the effective date. Unless fired for cause, any employee who submits their resignation may be permitted to continue their employment for the two (2) week notice period. By mutual written agreement between the employee and the Town, there may be an earlier termination date. A resignation, once tendered in writing and presented to the Chief, is not revocable by the employee.

ARTICLE 20
MEDICAL BENEFITS

Section 20.1: Members may be required to take a psychological examination to determine fitness for duty when the Town has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Police Chief, in consultation with the Town Manager, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:

- A. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

Section 20.2: Any member of the public service who sustains an injury, or incurs an illness which arises out of and in the course of their employment by the Town of Jupiter, and which is compensable under the Worker's Compensation Law of the State of Florida, and who in consequence thereof is temporarily disabled and rendered unable to perform their normal duties of Town employment, shall, upon meeting the requirements of this section, receive duty disability leave in accordance with the conditions hereinafter set forth in this Article. All accidents shall be reported within 24 hours of the accident or as soon as practicable.

1. Medical Report and Certification Required. All requests for duty disability leave must be accompanied by a medical report from the physician agreeable to the Town or the member's authorized medical representative which shall be on the form of the initial medical report in use by the Florida Industrial Commission, and which shall state affirmatively that the employee is temporarily unable to perform the normal duties of Town employment and that they are therefore eligible for duty disability leave.
2. Approval by Department Head. The Chief of Police may approve or deny a request for duty disability leave after an investigation to determine the validity of the request. The Chief of Police shall certify that (a) the injury or illness arose out of and in the course of employment by the Town, (b) was not fully self-inflicted or the result of the employee's gross negligence or horseplay, (c) that the employee's activity at the time and place of the injury or activity from which the illness arose was both authorized and proper and not in violation of any rules or regulations concerning safety work methods, procedures or equipment for the job as required by the department or the Town generally. The Chief's action shall be subject to review by the Town Manager who may approve or reverse the Chief's decision.
3. Duties of Certified Employee. Any employee receiving duty disability leave shall report to a physician agreeable to the Town, or the member's authorized representative, periodically at the times the Town shall reasonably require. Failure of an employee to

appear for a scheduled physical examination shall be grounds for immediate cancellation of said leave; unless the failure to appear is excused by the Town Manager.

4. Credit for Benefits Paid. The net duty disability leave benefits paid to an employee under sub-section (7), who is on duty disability leave shall be deducted from any award of Worker's Compensation to the employee, whether for temporary or permanent disability, and shall apply as advance payments of compensation, provided by Section 440.20 (11), Florida Statutes.
5. Commencement of Benefits. Employees who have completed their probationary period shall receive duty disability commencing the first day of lost time. Other employees shall receive duty disability benefits after the first fourteen calendar days of lost time.
6. Duration of Benefit. An employee who is granted duty disability leave shall receive their regular salary based on the pay rate applicable at the time of injury or illness, exclusive of overtime, plus longevity pay if applicable, less all workers' compensation payments. Duty disability leave shall be allowed for the duration of actual disability, up to a maximum of 90 calendar days. Separate injuries shall create separate periods of coverage. If an employee is unable to return to work at the end of the said 90 days, their case shall be reviewed by a committee composed of a physician agreeable to the Town, the Chief of Police and a person designated by the Town Manager. The review committee shall make recommendations and thereafter order the benefits to continue for the duration of the actual disability, up to an additional 270 calendar days, or that the benefits shall not be extended.
7. Termination of Duty Disability Leave. Duty disability leave benefits shall be terminated by any of the following events:
 - (a) Recovery certified by a physician agreeable to the Town.
 - (b) Permanent disability certified by a physician agreeable to the Town. Thereafter, the Chief of Police shall immediately submit a request for duty disability retirement to the pension board. The employee shall thereupon receive accumulated sick leave payments which shall cease upon said retirement being granted. In no case shall an employee receive more than one kind of salary continuation benefits for the same period of time whether duty disability leave, sick leave or duty retirement benefits (pension).
 - (c) Termination of employment whether by resignation, discharge or death of said employee.
 - (d) Employment of any form, including self-employment.
 - (e) Employee's refusing employment with the Town suitable to their law enforcement capacity which is offered to or procured for them. The Town Manager may approve such refusal of work and thereby approve the continuation of duty disability leave.

- (f) The expiration of the 90-day period is in accordance with Section 7 above.
8. Annual Leave. Shall accrue during all periods for which an employee is granted duty disability leaves.
9. Use of Paid Leave. The general principle underlying the granting of duty disability leave benefits to an employee with a service connected disability is that the total payments from the Town, together with Worker's Compensation benefits, shall not exceed the employee's regular gross pay, exclusive of overtime. All efforts shall be made by the Town to coordinate payments from its Worker's Compensation carrier, however, it shall be the responsibility of the employee to return any overpayment by either the Town or its Worker's Compensation carrier which are over and above the employee's regular gross pay, exclusive of overtime. Such leave is provided so that economic security shall be available to an employee. Duty disability leave shall not be considered as a right which an employee may use at their discretion, but rather as a privilege which shall be allowed only in case of duty connected disability and subject to the applicable provisions contained therein.
10. Computation. Duty disability leave time shall be computed as use in the same manner prescribed for annual leave.

ARTICLE 21
INSURANCE

Section 21.1: The Town agrees to participate in the payment of medical, dental and long-term disability insurance for the members of the bargaining unit on the same basis as for other presently employed Town employees. The Town hereby recognizes, and incorporates by reference Town Policy HRM 6.01.

Section 21.2: In addition to the current \$100.00 per month supplemental retirement benefit provided in Sec 15-271.1 of the Jupiter code which is available for healthcare premiums, the Town amended the pension ordinance for Police Retirees to include an additional subsidy. The amount of the subsidy is based on service credit at retirement. \$5.00 for each year of service, with a minimum monthly subsidy of \$30.00 and a maximum of \$150.00. Retirees in DROP are not eligible to receive health insurance subsidy payments until their DROP Participation ends.

Section 21.3: The Town shall continue to contribute and participate in the existing life insurance program in order to provide adequate assistance and coverage of funeral expense and death benefits for a member who dies in the line of duty.

ARTICLE 22
FUNERAL LEAVE

Section 22.1: If an employee has a death in the immediate family, the employee shall be entitled to three (3) paid working days to attend the funeral of the deceased. Immediate family for the purpose of this section shall include spouse, children, grandchildren, parents, grandparents, spouse's grandparents, brother and sister, brother-in-law, sister-in-law, parents-in-law.

Section 22.2: In the event that one-way travel of four hundred (400) miles or more is required, an additional two (2) paid working days shall be granted to the employee.

ARTICLE 23
MILEAGE

Section 23.1: When Town vehicles are not available, the Town agrees that any member who is authorized to use their own vehicle in the performance of active police duty shall be compensated at the rate allowed annually by the Internal Revenue Service for automobile reimbursement.

ARTICLE 24
LONGEVITY PAY

Section 24.1: The Town shall endeavor to continue participation in the State Incentive Pay Program under revenue sharing as long as it is offered during the term of this Agreement.

Section 24.2: The Town shall only grant longevity pay where an employee meets the criteria specified below.

Effective October 1, 2014, the levels for Longevity Pay shall be the following:

Level 1 - Upon completion of five (5) consecutive years of employment as a full-time employee, the employee shall be paid Two Hundred Fifty Dollars (\$250.00) as longevity pay upon the employee's anniversary date of original employment and annually thereafter until completion of nine (9) consecutive years of full-time employment.

Level 2 - Upon completion of nine (9) consecutive years of employment as a full-time employee, the employee shall be paid Three Hundred Seventy Five Dollars (\$375.00) as longevity pay upon the employee's anniversary date of original employment and annually thereafter on the said anniversary date until retirement or separation from the Town of Jupiter.

Level 3 - Upon completion of fifteen (15) consecutive years of employment as a full-time employee, the employee shall be paid Five Hundred Dollars (\$500.00) as longevity pay upon the employee's anniversary date of original employment and annually thereafter on the said anniversary date until retirement or separation from the Town of Jupiter.

An employee's anniversary date for longevity pay purposes shall remain fixed and shall not be affected by a change in position anniversary date.

ARTICLE 25
SICK LEAVE

Section 25.1: Sick leave shall accrue and be granted in the same manner and fashion as other Town employees.

Section 25.2: Upon resignation, retirement, or permanent disability, members who have a minimum of two (2) years of continuous full-time employment shall be paid for the total accrued unused sick time balance up to a maximum of 480 hours, on a percentage basis as follows:

2-5 years = 30% conversion
6-10 years = 40% conversion
10+ years = 50% conversion

Section 25.3: Employees hired prior to April 1, 2011 who have a minimum of two (2) years of continuous full-time employment shall be paid upon resignation, retirement, or permanent disability for the total accrued unused sick time balance, up to a maximum of the total sick time balance the employee has on April 1, 2011, on a percentage basis as specified in Section 25.2.

Examples:

Employee A has 1000 hours of sick leave accrued on April 1, 2011. He continues to accrue sick leave and does not use any sick leave, and when he decides to retire with 20 years of service, he has 1200 hours total accrued sick leave. When he retires, he is paid out 50% of 1000 hours of sick leave.

Employee B has 400 hours of sick leave accrued on April 1, 2011. She continues to accrue sick leave and does not use any sick leave, and when she decides to retire with 20 years of service, she has 600 hours total accrued sick leave. When she retires, she is paid out 50% of 480 hours of sick leave.

Employee C has 1000 hours of sick leave accrued on April 1, 2011. He continues to accrue sick leave, but also uses sick leave in the meantime. When he decides to retire with 20 years of service, he has 800 hours total accrued sick leave. When he retires, he is paid out 50% of 800 hours of sick leave.

Employee D is hired by the Town on May 1, 2011. She accrues and uses sick leave, and when she decides to retire with 20 years of service, she has 1000 hours total accrued sick leave. When she retires, she is paid out 50% of 480 hours of sick leave.

Section 25.4: Sick Leave Conversion Option - Each year on the employee's anniversary date of employment, a review shall be made of that employee's sick time usage for the immediately preceding twelve months. Any unused sick time accumulated since the employee's last anniversary date in excess of forty-eight (48) hours, at the employee's option, may be converted into vacation leave, subject to scheduling. This conversion is not mandatory; an employee may choose to leave this time as accrued sick time. If the employee chooses to leave this time as sick time, he cannot convert this unused sick time at a later date. The decision to convert to vacation leave or to leave as sick time is irrevocable for each period. Employees who retire but not resign between anniversary dates can

convert the unused sick time since their last anniversary date on a pro-rata basis. For each day you use, you lose the option of converting a day.

Any member who enters **DROP**, may elect to carry over the non-cashed portion of their Sick Leave Bank. Upon termination of employment, those number of hours carried forward will be deducted from the remaining bank.

ARTICLE 26
UNIFORMS AND EQUIPMENT

Section 26.1: The Town shall furnish uniforms to all members who are required to wear such uniforms in the performance of their duties as is now provided by the Town. Recommendations concerning comfort and safety standards may be brought to the Chief's attention through any labor-management committee created pursuant to Article 35, Section 1.

Section 26.2: Any uniforms or related equipment initially supplied by the Town, which is damaged or destroyed while an officer is acting in the performance of their duties, shall be replaced by the Town within a reasonable period of time at no cost to the member.

Section 26.3: Non-uniformed or plain clothes members, whose assignment is expected to continue for a period of at least (1) one year or upon assignment to the Detective Bureau, shall receive an annual clothing allowance of \$700.00 during this contract. This amount shall be paid out on the first paycheck in February. However, Police Officers and Police Sergeants who are newly assigned to non-uniformed assignments shall have the option to receive three hundred dollars (\$300) paid in one lump sum if assignment begins before February, and the remaining four hundred dollars (\$400) paid out on the first paycheck in February. This assists the Police Officer or Police Sergeant in the purchase of clothing/equipment required for this new assignment. The Town will reimburse each Police Officer and Police Sergeant up to \$140.00 for the purchase of Department approved footwear based upon their current job assignment.

Section 26.4: Uniformed members shall receive a cleaning allowance of \$500.00 during this contract. This amount shall be paid out on the first paycheck in February. However, the Town may arrange for sole source service as an alternative to paying this allowance.

Section 26.5: The Town shall furnish the necessary leather equipment and all other accessories necessary to perform the duties and responsibilities of a sworn Police Officer.

Section 26.6: The Town shall provide a handgun as a duty weapon for any sworn officer requiring a weapon. The make and model of Department issued handguns shall be determined by the Chief of Police. However, an officer may use a different type duty weapon provided that it is a make and model approved for and commonly used by law enforcement agencies. Automatic weapons shall be restricted to 9mm, .45 cal. and .40 cal. Officers must qualify with any weapon they intend to use on duty or off duty and a card registering the weapons with which they have qualified shall be kept on file at the Police Department. In the event the automatic weapons need repair, the Town shall provide the employee with a suitable replacement weapon while the automatic is being repaired.

Section 26.7: It shall be the responsibility of each officer to check any vehicle which has been assigned to them to assure it is in safe operating condition prior to use or operation. All employees are to immediately report any suspected unsafe condition to their immediate supervisor. If the supervisor believes that the vehicle is in such an unsafe condition to be a hazard to the operator or the public, the Chief of Police shall be the final authority as to inspection and repairs needed to release a vehicle into service. The Town shall purchase two-cell, rechargeable flashlights for every road unit.

Section 26.8: The ammunition distributed to the members shall be of the same caliber the member carries while on duty as authorized by the Chief of Police.

Section 26.9: The employee shall make reasonable efforts to have the exterior of their assigned police vehicle washed and its interior cleaned once each week.

Section 26.10: The motorcycle units shall be replaced when deemed necessary by the Town.

Section 26.11: Recommendations on additional equipment and safety issues may be taken to the Chief of Police by the labor management committee described in Article 35, Section 1 of the Agreement.

Section 26.12: Officers will be provided a Florida Criminal/Traffic Statute Book. This shall be done annually and the type and style shall be determined by a joint labor management committee.

Section 26.13: The Town has the exclusive right to determine the uniform and the uniform for special events.

ARTICLE 27
ASSIGNMENT PAY

Section 27.1: Those officers selected and assigned to a 2-wheel motorcycle patrol duty shall receive three percent (3%) of their regular (base) pay. Members designated official Traffic Homicide Investigators for the Town, shall receive two percent (2%) of their regular pay.

Section 27.2: Those officers selected and assigned as Master Police Officers (MPOs) shall receive assignment pay equal to eight percent (8%) of their regular pay. There will be four (4) MPOs.

Section 27.3: Those officers selected and assigned as Police Officer First Class (POFC) shall receive assignment pay equal to five percent (5%) of their regular pay. There will be twelve (12) POFCs. Those officers currently serving as Field Training Officers at ratification of this agreement shall be assigned to POFC.

Section 27.4: Canine (1(-9) officers shall receive three (3) hours of compensatory time per week for compensation associated with care and maintenance of the dog.

Section 27.5: Those officers selected and assigned as Detectives shall receive an additional five percent (5%) of their regular pay. The number of Detectives shall be determined by management through an appropriate assessment process.

Section 27.6: Employees who have been licensed by N.I.T.V. as Computer Voice Stress Analyzer (C.V.S.A.) operators and are actively engaged during the term of this agreement as a C.V.S.A. operator shall receive assignment pay equal to two percent (2%) of their regular pay. Then number of C.V.S.A. operators shall be determined by management.

Section 27.7: Those employees who have been designated as Firearms Coordinators shall receive assignment pay equal to two percent (2%) of their regular pay. The Firearms Coordinators shall be designated firearms instructors and the maximum number of Firearms Coordinators shall be three (3). The Firearms Coordinators shall be determined by the Chief of Police.

Section 27.8: Those officers selected and assigned to the Marine Unit and Beach Unit shall receive assignment pay equal to three percent (3%) of their regular pay. The number of officers assigned full-time to the Marine Unit and Beach Unit shall be determined by management through an appropriate assessment process.

Section 27.9: Those officers that have been designated as Crime Prevention Practitioners by the State Attorney General's Office or a member of NET shall receive assignment pay equal to three percent (3%) of their regular pay. The number of Crime Prevention Practitioners shall be determined by the Chief of Police. The number of officers assigned to Neighborhood Enhancement Team (NET) shall be determined through management through an appropriate process. Officers eligible for assignment pay under Section 27.9 are only eligible for the 3% assignment pay as a Crime Prevention Practitioner or a NET member, but not both.

Section 27.10: If a Detective, Officer First Class, or Master Patrolman is promoted to the rank of Sergeant, his/her incentive pay percentage will be calculated into his/her hourly wage. The separate 10% increase for a promotion to Sergeant will then be added over and above the incentive pay into his/her hourly wage.

Section 27.11: Those officers selected and assigned to any Multi-Agency Task Force, Dive Team, Hostage Negotiations Team, or Canine (K-9) Officers shall receive four (4) hours per month Quality Leave, with supervisor approval. Quality Leave shall be available to use in .25 hour increments and shall not be used within the last two weeks of employment separation or retirement. Quality Leave shall have no cash value, and employees shall receive no payment for such hours upon separation from employment, whether voluntary or involuntary. The use of Quality Leave requires submission of a leave form and prior approval by the Chief of Police or his designee, who shall consider departmental needs and impact before granting a request.

Section 27.12: Those Officers selected and assigned as SWAT shall receive assignment pay equal to five percent (5%) of their regular pay. The number of Officers assigned to SWAT shall be determined by management through an appropriate assessment process.

Section 27.13: Those Officers selected and assigned as an Agent to the Operations Support Bureau shall receive assignment pay equal to five percent (5%) of their regular pay. The number of Agents assigned to the Operations Support Bureau shall be determined by management through an appropriate assessment process.

Section 27.14: Those Officers selected and assigned to Strategic Response Team (SRT) shall receive assignment pay equal to three percent (3%) of their regular pay. The number of officers assigned to SRT shall be determined by management through and appropriate assessment process.

Section 27.15: The Officer selected and assigned as the Special Operations Sergeant shall receive assignment pay equal to five percent (5%) of their regular salary.

Section 27.16: For the purpose of this agreement, those officers identified above receiving additional assignment pay may only accumulate a maximum of eight percent (8%) cap above their regular rate of pay, except for MPOs who may receive a maximum often percent (10%) cap above their regular rate of pay.

ARTICLE 28
WORK WEEK AND OVERTIME

Section 28.1: The Town agrees that the basic work week of service for all Road Patrol Officers and Sergeants only shall consist of four (4) eleven and a quarter (11.25) hour days scheduled on a four days off, four days on working basis, with four (4) eight (8) hour shifts per year to be worked for training purposes, totaling no more than 2080 regular hours in a year. Seniority shall apply to choosing day or night shifts, and placement on shifts and work teams shall be by decision of the Chief of Police. All other bargaining members work week of service shall be five (5) eight (8) hour days or four (4) ten (10) hour days.

Section 28.2: Bargaining unit members shall be given a fifteen (15) working day notice of any designated work week change affecting the aforementioned work schedules or hours.

Section 28.3: The Town agrees that work schedules shall not be changed or altered to avoid payment of overtime. A member working a non-road patrol assignment (pursuant to the current organizational chart) shall work on a holiday if the division commander has recommended to the Chief of Police, and it is approved by the Chief of Police, that it is necessary for appropriate staffing of that shift. The member shall receive at least 72 hours' advance notice if it is determined he/she shall not be needed to work that shift.

Section 28.4: Bargaining unit members shall be given adequate notice of any change in their regular hours of work except where an emergency exists. Bargaining unit members required to work beyond their normal duty hours during a riot, hurricane or other emergency conditions as designated by Chief of Police are entitled to either compensatory time or pay at the rate of one and one-half (1.5) times the normal hourly rate.

Section 28.5: Bargaining unit members shall be allowed to accumulate a maximum of one hundred and eighty (180) hours of accumulated compensatory time. The Town may require members to use compensatory time over one hundred (100) hours with seventy-two (72) hour notice. The Town may elect to pay members for any hours accrued over one hundred (100) hours.

Section 28.6: Whenever a bargaining unit employee is required to attend any Court related matter, with or without a subpoena not on their regularly assigned shift, the Town shall compensate the employee for a minimum of three (3) hours pay at the established rate of one and one-half of the member's regular rate of pay, except as otherwise provided herein.

Section 28.7: When it is necessary for a member to return to work, not on their assigned shift, the Town agrees to compensate the employee for a minimum of four (4) hours pay at the established rate of one and one-half (1.5) times the member's normal hourly rate, except as otherwise provided herein.

Section 28.8: Whenever possible, all Court appearances that require written subpoena to be served on a bargaining unit member shall be served at the earliest possible time by an officer authorized to do so by the Court. Whenever possible, the subpoena shall be served in person.

Section 28.9: When it is necessary for an employee to attend Court on a Town related proceeding or to be present for official Town duty out of Palm Beach County, the Town shall compensate the employee at the member's regular straight time rate of pay. Unless transportation is furnished, the employee shall also receive mileage benefits to and from the designated point in accordance with Article 24.

Any payment made or funds received by the employee from the other jurisdiction for per diem, transportation or otherwise, shall be assigned and paid over to the Town as general revenue.

Section 28.10: The Town recognizes that unusual circumstances may require that a bargaining unit member find it necessary to request a change of their scheduled shift. Without obligating the Town to pay overtime, bargaining unit members may work for or change shifts with another bargaining unit member performing similar duties. Such determination of duty compatibility and approval shall rest with the Chief of Police or his/her designated representative. At least three (3) days written notice shall be required. No reasonable request shall be denied.

Section 28.11: The Town agrees to pay each member \$11.00 per shift in addition to the member's regular salary when the member is required to work the night shift. Night Shift shall be defined as any shift that begins on or after 4:30pm and ends on or after 1:30am with a minimum of eight (8) hours worked.

Section 28.12: The Town and PBA agree that members shall be assigned to permanent non- rotating shifts with permanent days off, in accordance with Article 11, Section 11.2(6).

Section 28.13: The shift selection shall be made by the member and the Town according to their seniority and qualifications. Once the appropriate shift is selected the member shall remain on that shift until:

- (a) a shift vacancy occurs
- (b) a new shift position is opened
- (c) a new shift is created
- (d) evaluation falls below satisfactory or
- (e) the provision of Section 10.2, paragraph 6, will apply

In the event a specialty shift is opened, seniority and qualifications shall be considered.

Section 28.14: In 12 (a) above, when a position becomes available for any reason, an officer can submit in writing a request to fill that position 10 days prior to the date the position is scheduled to take effect. If not a specialty shift, the member with the greatest seniority and qualifications shall be granted the shift. Members may exchange shifts, however. Both members must notify the Chief of Police in writing 10 days in advance of the change. When notification is made, the member shall be responsible for reporting to their designated shift. If the shift change is temporary, the member shall indicate in a memo to the Chief of Police that the shift change is temporary, the date the change will take effect and the date the member will return to their assigned shift. The members will be responsible for returning to their assigned shift. The Department will be responsible for manpower allocations and shift maintenance. The Department will assure a minimum allocation of manpower per shift. It will be the Department's responsibility to substitute officers to man shifts lacking in manpower due to sick, vacation or compensatory time.

ARTICLE 29
ACTING SUPERVISOR

Section 29.1: Whenever an employee is required to serve under the full capacity of an acting supervisor, the employee shall be compensated an additional ten percent (10%) of their regularly hourly rate of pay for each hour worked beyond two consecutive shifts.

Section 29.2: All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Chief of Police or his/her authorized representative.

ARTICLE 30
COMPENSATION

Section 30.1:

Year 1

Officers

Effective October 1, 2016 to September 30, 2017

Officer Minimum Salary \$49,268.00

Officer Maximum Salary \$77,791.00

Effective review period March 1, 2016 to February 28, 2017, pay-for-performance eligible increases shall be paid in the first pay period in April. Any officer not at the new minimum of the salary range as of October 1, 2016 will move to the new starting salary of \$49,268.00.

Pay-for-performance scale agreed upon by the parties in Appendix “A”

Sergeants

Effective October 1, 2016 to September 30, 2017

Sergeant Minimum Salary \$71,019.00

Sergeant Maximum Salary \$97,017.00

Effective review period March 1, 2016 to February 28, 2017, pay-for-performance eligible increases shall be paid in the first pay period in April. Any Sergeant not at the new minimum of the salary range as of October 1, 2016 will move to the new starting salary of \$71,019.00.

Pay-for-performance scale agreed upon by the parties in Appendix “A”.

Year 2

Officers

Effective October 1, 2017 to September 30, 2018

Officer Minimum Salary \$50,253.00

Officer Maximum Salary \$79,347.00

Sergeants

Effective October 1, 2017 to September 30, 2018

Sergeant Minimum Salary \$71,019.00

Sergeant Maximum Salary \$98,958.00

Effective review period March 1, 2017 to February 28, 2018, pay-for-performance eligible increases shall be paid in the first pay period in April.

Pay-for-performance scale agreed upon by the parties in Appendix “B”.

Year 3

Officers

Effective October 1, 2018 to September 30, 2019

Officer Minimum Salary	\$51,258.00
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Officer Maximum Salary	\$79,347.00
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Sergeants

Effective October 1, 2018 to September 30, 2019

Sergeant Minimum Salary	\$72,440.00
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Sergeant Maximum Salary	\$100,937.00
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Effective review period March 1, 2018 to February 28, 2019, Pay for Performance eligible increases shall be paid in the first pay period in April.

Pay-for-performance scale agreed upon by the parties in Appendix “B”.

Town-wide compensation study to be conducted during this fiscal year

Section 30.2: The Chief of Police is authorized to pay newly hired police officers up to 15% above the minimum of the pay range for previous law enforcement experience.

ARTICLE 31
GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious relations between the parties to this Agreement, it is agreed that there shall be a procedure for the resolution of grievances. A grievance is defined as a dispute involving the interpretation or application of the collective bargaining agreement. A dispute over disciplinary action is not a grievance, but shall be referred to as an appeal of disciplinary action. The process for handling appeals of disciplinary action is set forth in Article 33, Disciplinary Appeals of this Agreement.

The following shall be the sole procedure for resolving grievances. Only the Union can advance a grievance to arbitration on behalf of one of its members.

Section 31.1: (Step 1): The aggrieved employee shall discuss the grievance or dispute with their District Commander (DC) within five (5) working days of the occurrence of knowledge of the matter giving rise to the grievance. The DC shall attempt to adjust the matter and respond to the employee presenting the grievance within five (5) working days.

Section 31.2 : (Step 2): If the grievance is unresolved, the aggrieved employee shall present their written grievance to the appropriate Executive Officer within five (5) working days after the response from the DC is due. The written grievance shall set forth a statement of the following:

1. The facts upon which it is based;
2. The alleged violations of the agreement;
3. The remedy or adjustment requested;
4. The signature of the Union and the aggrieved employee; and
5. The date on which the statement was filed.

The Executive Officer shall respond, in writing, within five (5) working days.

Section 31.3 : (Step 3): If the grievance is unresolved, the aggrieved employee shall present their said written grievance to the Chief of Police within five (5) working days after the response from the Executive Officer is due. The Chief of Police shall respond, in writing, within five (5) working days.

Section 31.4: (Step 4): If the grievance is unresolved, the employee shall present their said written grievance to the Town Manager within five (5) working days after the response from the Chief is due. The Town Manager shall respond in writing within five (5) working days to the employee.

Section 31.5: (Step 5): If the grievance is still unresolved, the employee may request arbitration, in writing, to the Town Manager, no later than five (5) working days after the rendering of a decision by written response of the Town Manager. The arbitrator shall be chosen by the request by either the Town or the PBA of a list of seven (7) random arbitrators from the Federal Mediation and Conciliation Service (FMCS). By decision of a coin toss, either the PBA or the Town shall strike names alternately from the list until one name remains. The arbitrator's finding and decision shall be binding on both parties. The parties shall share equally the expenses of the arbitrator.

Section 31.5: Pursuant to this Agreement, an employee shall be prohibited from filing a grievance while said employee is on probation as defined in Article 19. During an employee's probationary period, only PBA may file a grievance on their behalf if a breach of this Agreement is asserted. Grievances filed by PBA on behalf of probationary employees shall be limited to the same matters as are provided for in this Article, other than disciplinary action.

ARTICLE 32
DISCIPLINARY APPEALS

Section 32.1: Discipline is classified as either major or minor as follows:

MAJOR: Termination
Demotion
Suspension without pay - more than two (2) days

No employee shall be subject to major discipline without first being afforded a pre-determination conference with the Chief of Police. A subsequent pre-determination conference with the Town Manager shall also be provided. No pre-determination conference shall be conducted with less than ten (10) calendar day notice to the employee.

MINOR: Written reprimand
Suspension without pay of two (2) days or less

Section 32.2: Appeals of disciplinary action shall be handled as follows:

- A. Major discipline may be by appeal to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Grievance Article above. The request for appointment of an arbitrator must be made in writing within ten (10) calendar days of notice of the Town's disciplinary action. The cost of the arbitrator shall be split by the Town and the Union equally.
- B. The arbitrator may sustain, reverse, or modify the discipline set by the Town Manager. The decision of the arbitrator is final and binding on the parties.
- C. Written reprimands may not be appealed but the employee may submit a written response provided the response is submitted within ten (10) days of the written reprimand. If a written response is submitted by the employee, it shall be attached to the written reprimand and placed in the employee's personnel file.
- D. Suspensions without pay of two (2) days or less may be appealed to the Town Manager whose decision shall be final. An appeal shall be filed in writing within ten (10) days of notice of the suspension without pay. The Town Manager shall conduct an investigation of the discipline and render a decision within twenty (20) days of the appeal. The Town Manager's decision may be to sustain, reverse, or modify the discipline. In no event shall the Town Manager's decision increase the discipline to more than a suspension without pay of two (2) days. The Town Manager may conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her investigation of the discipline.
- E. Suspensions without pay of two (2) days or less that occur within a twelve (12) month period of a previous suspension without pay may be appealed to an arbitrator as set forth in paragraph A.
- F. For the purpose of this Agreement, a day is defined as eight (8) hours.

ARTICLE 33
MANAGEMENT RIGHTS

Section 33.1: PBA recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and all the powers or authority which the Town has not officially abridged, delegated, or modified by this Agreement are retained by the Town. Management officials of the Town retain all the rights, in accordance with the Town charter and all applicable federal, state and local laws, ordinances and regulations, including but not limited to the following:

- a. To manage and direct the employees of the Town.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operation of the Town.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and sub-contract existing and future work not in conflict with the provisions of this contract.
- g. To organize or reorganize the Town Government.
- h. To determine the number of employees to be employed by the Town.
- i. To determine the number, types and grades of positions or employees assigned to an organization unit, department or project.
- j. To establish internal security practices.

Section 33.2: That the Town Council has sole authority to determine the legislative policy, purpose and mission of the Town and the allocation of budgeted resources to accomplish said legislative policy, purpose and mission to be adopted.

Section 33.3: The Town Council has the sole discretion to determine that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes, or exigencies. The provisions of this Agreement may be suspended by the Mayor or his/her designee during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

ARTICLE 34
SAVINGS CLAUSE

Section 34.1: If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 34.2: In the event of invalidation of any article or section, both the Town and PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Section 34.3: Subject to actions taken as contemplated in Article 34, the Town agrees that all job benefits hereto enjoyed by the employees, which are not specifically provided for or abridged by the collective bargaining agreement, shall continue under the conditions which they have been granted. This Agreement shall not deprive any employee of any benefits or protections or relieve them of any responsibilities or duties granted by the laws of the State of Florida, Ordinances of the Town of Jupiter, or personnel rules and regulations of the Town of Jupiter.

Section 34.4: All benefits provided by the present personnel code of the Town Administration Manual shall be extended to bargaining unit members. Under no circumstances shall the personnel code override any matters or issues addressed or included within the articles of this contract.

ARTICLE 35
EMPLOYEE ADVISORY GROUP

Section 35.1: By mutual agreement of the Town of Jupiter and PBA there is hereby established a joint Employee Advisory Group, which group shall consist of eight (8) to ten (10) members consisting of a cross section of the Town of Jupiter Police Department, mutually agreed upon by PBA and the Chief of Police. PBA designates shall consist of persons from within the position classifications covered by this agreement, persons from within the Officers and Sergeants agreement, and the management designates shall consisted of persons within the department, but outside the bargaining unit as herein defined.

Section 35.2: This committee shall meet once quarterly, although the committee may meet more frequently by mutual consent.

Section 35.3: The purpose of this committee shall be to review matters of joint interest and concern for the welfare of the members of the department, and to make recommendations to the Chief, provided that the decision of the Chief on any such recommendations is final and binding, and provided further that matters discussed in committee that are subject to its grievance procedure may be referred to that procedure by either party. No overtime shall be incurred as a result of attendance at this meeting.

ARTICLE 36
DRUG-FREE WORKPLACE

Section 36.1: Bargaining Unit Members are subject to the Town's Drug-Free Workplace Program.

Section 36.2: The Town's policy is in accordance with the Florida Drug-Free Workplace Program as provided in Section 440.102, Florida Statutes and Rule 59A-24, Florida Administrative Code.

Section 36.3: Bargaining Unit Members shall abide by the General Orders pertaining to Post Accident drug testing.

ARTICLE 37
COMMUNICABLE DISEASES

Section 37.1: The Town shall provide immunizations/screenings for all members of the bargaining unit who want to be immunized, as follows:

- A. Tetanus
- B. Hepatitis (Type B)
- C. Hepatitis Titer (Type B)
- D. Hepatitis Booster (Type B)
- C. Rubella (for females of child bearing age)
- E. Tuberculosis Screening

ARTICLE 38
PENSION

A detailed description of the Jupiter Pension Fund Documents can be found on the Resource Center website located under the Summary Plan Description. The Resource Center is the Plans Administrator for the Jupiter Pension Fund Plan.

ARTICLE 39
DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective October 1, 2016 and shall continue in force and effect until its expiration date, September 30, 2019.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the ____ day of ____, 2017.

FOR THE TOWN OF JUPITER

**FOR THE PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

Andrew D. Lukasik, Town Manager

John Kazanjian, President

Todd Wodraska, Mayor

Sally M. Boylan, Town Clerk

(Town Seal)

Date of ratification by Bargaining Unit: December 20, 2016

Date of ratification by TOWN:

APPENDIX A

Year 1

Pay-for-performance sliding scale increases from 3% to 6% based on evaluation score.

Minimum Evaluation Score	% Increase	Score for each point over Minimum
2.49 or less	3%	0%
2.5	3%	0%
2.75	3%	0%
3.0	3%	.02%
3.25	3.5%	.02%
3.5	4%	.02%
4.0	5%	.02%
4.5	6%	.00%

APPENDIX B

Year 2 and Year 3

Pay-for-performance sliding scale increases from 0% to 6% based on evaluation score.

Minimum Evaluation Score	% Increase	Score for each point over Minimum
2.49 or less	0%	0%
2.5	1%	0%
2.75	1.5%	0%
3.0	3%	.02%
3.25	3.5%	.02%
3.5	4%	.02%
4.0	5%	.02%
4.5	6%	.00%

RESOLUTION NO. 12-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF JUPITER, FLORIDA AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION REPRESENTING THE RANK OF OFFICER AND SERGEANT, FOR THE CONTRACT PERIOD OF OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida. Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and **WHEREAS**, the Palm Beach County Police Benevolent Association ("PBA") is the exclusive bargaining agent for those Town employees who are within the bargaining unit;

and

WHEREAS, the PBA Bargaining Unit consists of the classifications known as Police Officer and Police Sergeant, which consists of certain full time permanent employees of the Town; and

WHEREAS, all other classifications are excluded from the PBA Bargaining Unit, as well as temporary, part time, and non-sworn support personnel;

and

WHEREAS, the Town and the PBA desire to enter into an agreement ("Agreement") generally pertaining to wages, benefits, conditions of employment for the PBA Bargaining Unit; and

WHEREAS, Town Manager and staff recommends that the Town Council approve the Agreement with the PBA.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The whereas clauses are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement between the Town of Jupiter and the Palm Beach County Police Benevolent Association, the bargaining agent representing the PBA Bargaining Unit, consisting of the ranks of Officer and Sergeant for the period of October 1, 2016 through September 30, 2019. The Agreement is attached hereto, and incorporated herein as Exhibit "A"

Section 3. This Resolution shall take effect immediately upon its execution.